

EXCLUSIVE NEGOTIATION AGREEMENT

This exclusive negotiation agreement ("Agreement") is entered into as of the ____ day of _____, 2006 ("Effective Date") by and between the City of Las Vegas, a Nevada municipal corporation ("City"), and The Tapestry Group, Inc., an Arizona non-profit corporation ("Developer"), on the terms and provisions set forth below.

WHEREAS:

A. The U.S. Department of the Interior, Bureau of Land Management ("BLM") is the owner of a parcel site comprising approximately thirteen (13) acres located north of the northeast corner of Westcliff Drive and Tenaya Way in the City of Las Vegas, Clark County, Nevada ("Site") as depicted on Exhibit "A" attached hereto and incorporated herein by reference; and the City will work in good faith with the Nevada Department of Transportation and the Las Vegas Valley Water District to attempt the transfer of excess right-of-way located at the northwest corner of the site to Tapestry Group; and it shall be understood that since the city does not have site control of these rights-of-way such transfer is wholly dependent upon the cooperation and approval of these controlling entities; therefore the City can not guarantee the transfer of either right-of-way; and

B. The City desires that the development of the Site be done for affordable housing purposes to create multi-family rental units for households meeting the percent of median income as defined in Nevada Interim Guidance on the policy, provisions, and implementation of the Southern Nevada Public Land Management Act of 1998 ("Act") or any future amendments to


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the Act that may effect area median income limits ("Project") and outlined in Exhibit "B" attached hereto and incorporated herein by reference; and

C. The Developer desires to proceed with the City in developing the Project; and

D. The City and the Developer mutually desire to enter into this Agreement to enable the Developer to negotiate the terms and conditions of a Disposition and Development Agreement stating the conditions under which the Site will be sold to the Developer and scope of development to be built on the Site by the Developer.

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NOW, THEREFORE, for and in consideration of the mutual agreements which are hereinafter contained, the parties do hereby agree as follows:

1. Definitions. The following terms in this Agreement shall have the following definitions:

(a) "Act" shall have the meaning set forth in Paragraph B.

(b) "Affiliate" means a single asset entity (Limited Liability Company), directly controlled by the Developer as the managing member..

(c) "BLM" shall have the meaning set forth in Paragraph 3(a), below.

(d) "City" shall have the meaning set forth in the first paragraph of this Agreement.

(e) "Developer" shall have the meaning set forth in the first paragraph of this Agreement.

(f) "DDA" shall have the meaning set forth in Paragraph D.

(g) "Key Persons" means (i) for the Developer the following individual: Gene Wilczewski, The Tapestry Group designee and (ii) for the City the following individuals: Orlando Sanchez, Deputy City Manager or the City's Director of Neighborhood Services.

(h) "Project" shall have the meaning set forth in Paragraph B.

(i) "Site" shall have the meaning set forth in Paragraph A.

2. Term of Agreement. The entire term of this Agreement shall consist of the Initial Term and at the City's discretion, one (1) Option Term, as defined below. The term shall expire upon the sooner of: (i) final approval by the Las Vegas City Council of a mutually acceptable DDA; or, (ii) end of the Initial Term, unless the City consents to the Option Term, and under such circumstance, at the expiration of the Option Term..

(a) Initial Term. Unless the Option Term is approved as provided herein, this Agreement shall commence on the date of execution by the City and automatically expire at the end of business one hundred and eighty (180) calendar days thereafter.

(b) Option Term. Developer may exercise the Option Term by requesting, prior to expiration of the Initial Term, consent in writing from the City's Key Person to extend the Term. Upon receipt of such written consent from the City, the Term shall be extended for a period of time commencing upon the expiration of the Initial Term and extending for ninety (90) calendar days (the "Option Term").

3. Purpose. The City and the Developer agree that their mutual goal under this Agreement is for the City and the Developer to exclusively negotiate the terms and conditions of a Disposition and Development Agreement for the period of time as provided herein. As provided by the terms of paragraph 7, below, this Agreement does not create any other rights or obligations on the part of the City, except to exclusively negotiate with the Developer during the term of this Agreement as it relates to the Site.

(a) Disposition and Development Agreement ("DDA"). The City, and the Developer (with each party bearing their respective costs and expenses including attorney's fees) shall proceed to draft a mutually acceptable DDA setting forth their respective rights and obligations in respect to the transfer of the Site to the Developer, as well as scope of the Project to be built on said Site by the Developer. Upon

attainment of a mutually acceptable DDA, the decision for the City to enter into said DDA or any other agreement with the Developer will be subject to final approval by the Las Vegas City Council as to any and all proceedings and decisions in connection herewith. The City and the Developer shall strive to complete all of the tasks prerequisite to achieving a fully executed DDA, within one hundred twenty (120) days from the full execution of this Agreement.

(b) Entitlements and Legal Determinations. The City and the Developer mutually agree that it will not be feasible for the Developer to act as the owner and developer of the Site unless each of the following milestones have been achieved:

(i) The Developer attains the requisite approval for any and all land use entitlements necessary to develop the Project on the Site; and

(ii) The Developer complies fully with legal requirements set forth at Nevada Revised Statutes ("NRS") 268.058 regarding the City's transfer of land for affordable housing to the Developer, including but not limited to an affordability period of fifty (50) years; and

(iii) The Developer complies fully with the regulatory and administrative requirements set forth by the BLM for the implementation of the Act; and

(iv) The Developer discusses plans and designs with adjacent property owners and/or developers including but not limited to the Focus Property Group; and

(v) The Developer complies with fully and all local, State and Federal laws, ordinances, rules and regulations necessary to develop the project on the site.

4. Exclusivity. The City agrees that during the Term of this Agreement that (i) it shall deal exclusively with Developer in connection with the transfer of the Site to the Developer

and (ii) it shall not negotiate with any other person or entity regarding transfer of the Site or any portion thereof.

5. Developer Due Diligence. Developer shall conduct its own independent due diligence review concerning the various matters relating to all aspects of the transfer and development of the Site.

6. Physical Review. The Developer shall not conduct a physical inspection or perform any tests on the Site until the parties have agreed to and executed a mutually acceptable DDA and the DDA shall set forth the rights and obligations of the parties related to Developer's physical inspection of the Site.

7. Effect of Agreement. The Developer agrees that this Agreement does not (i) constitute any disposition of any interest or control whatsoever in the Site and (ii) does not create or grant to the benefit of the Developer any right or interest whatsoever in the Site.

8. Non-Liability of Officials.

No officers, shareholders, officials (elected or otherwise) or employees of the City shall be personally liable to the Developer for any default or breach of this Agreement by the City, for any amount which may become due to the Developer or for any obligation of the city under the terms of this Agreement. No officers, shareholders, partners, directors or employees of the Developer shall be personally liable to the City for any default or breach of this Agreement by the Developer, for any amount which may become due to the City for any obligation of the Developer under the terms of this Agreement.

9. Liability for Developer Expenses.

The Developer hereby agrees and acknowledges that the City shall not have any obligation to reimburse or otherwise pay to the Developer any costs and expenses incurred by the

Developer in connection with this Agreement, even if a DDA has not been consummated or this Agreement has been terminated. The Developer agrees that all such Developer costs and expenses are to be borne solely by the Developer and that the Developer will make no claim whatsoever against the City for reimbursement or otherwise for or in connection with such costs and expenses. The City hereby agrees and acknowledges that the Developer shall not have any obligation to reimburse or otherwise pay to the City any costs and expenses incurred by the City in connection with this Agreement, even if a DDA has not been consummated or this Agreement has been terminated. The City agrees that all such City costs and expenses are to be borne solely by the City and that the City will make no claim whatsoever against the city for reimbursement or otherwise for or in connection with such costs and expenses.

10. Non-Performance.

(a) Default. In the event (i) a party to this Agreement has failed or is failing to perform an obligation of such party hereunder and (ii) the non-performing party ("NP Party") does not perform such obligation within ten (10) days written notice by the other party, the NP Party shall be in default of this Agreement.

(b) City Rights. In the event the Developer is in default under the terms of this Agreement, then the City shall have the sole and exclusive right and remedy upon written notice to the Developer to terminate this Agreement. Upon such termination this Agreement shall be of not further force and effect and neither party shall have any rights hereunder except as specifically provided in this Agreement.

(c) Developer rights. In the event the City is in default under the terms of this Agreement, the Developer shall have the sole and exclusive right and remedy upon written notice to the city to terminate this Agreement. Upon such termination this Agreement shall be of

no further force and effect and neither party shall have any rights hereunder except as specifically provided in this Agreement.

11. Developer.

(a) Organization. Developer is a limited liability company duly authorized to conduct business in the State of Nevada. The principal office of Developer is:

The Tapestry Group, Inc.
Gene Wilczewski, Consultant
9419 East San Salvador, Suite 106
Scottsdale, AZ 85258
Phone: (602) 770-1440
FAX: (480) 391-1910

(b) Developer Ownership. The Developer has made full disclosure to the City of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning the Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of the Developer during the time this agreement is in effect is subject to the approval of the City.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, the Developer warrants that it has disclosed, on the form attached hereto as Exhibit "C" attached hereto and incorporated herein by reference, all principals, including, partners or members of the Developer, as well as all persons and entities holding more than one percent (1%) interest in the Developer or any principal, partner or member of the same. Throughout the term hereof, the Developer shall provide written notification of any material change in the above disclosure within fifteen (15) business days of any such change.

12. Conflict of Interest.

(a) City Officials. An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) No Interest. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provisions of this Agreement, if such interest becomes known, the City may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

13. Commissions. The City shall not be liable for any real estate commissions or brokerage fees relating to this Agreement or the transactions contemplated hereunder. The Developer represents and warrants that it has engaged no broker, agent or finder in connection with this transaction other than Richard Gibb, and the Developer agrees to indemnify and hold the City harmless from any claim by any other broker or finder asserting such a claim. Such obligation to indemnify the City shall survive any termination or expiration of this Agreement.

14. Developer's Financial Capability. Developer has submitted to the City satisfactory evidence of its, its partners and/or designees ability to act as the Developer of the

Site, including without limitation, financial statements for the last three (3) years including income statements and balance sheets and tax returns. The Developer agrees to provide the City with a copy of any financial commitment The Developer receives from a lender in connection with the Developers development of the Site. The City shall keep confidential and return all such information after completion of its analysis.

15. Developer's Indemnity. The Developer agrees to indemnify, hold harmless and defend (with counsel reasonable acceptable to the City) the City, their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liabilities, loss, cost, damage or expense (including attorneys' fees) or whatsoever nature relating to or otherwise resulting from or in connection with the Developer's activities under this Agreement. The indemnity obligations of the Developer under this Section 15 will survive any termination or expiration of this Agreement.

16. Miscellaneous.

(a) Assignment. Neither party shall have the right to assign this Agreement or any interest in this Agreement, without the prior written consent of the other Party, which may be granted or withheld at a Party's sole discretion; provided however, that (i) the Developer may assign the Developer's rights and obligations under this Agreement to an Affiliate, provided that Developer delivers notice thereof to the City at least three (3) business days prior to such assignment..

(b) Notices. Formal notices, demands and communications between the City and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to

the principal offices of the City and the Developer as set forth in this Section 16. Such written notices, demands and communications may be sent in the same manner to such other addressees as either party may from time to time designate in writing.

If to the City:

City of Las Vegas
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101
Attention: City Manager

With a copy to:

City Attorney's Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

If to Developer:

The Tapestry Group
Gene Wilczewski, Consultant
9419 East San Salvador, Suite 106
Scottsdale, AZ 85258
Phone: (602) 770-1440
FAX: (480) 391-1910

(c) Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(d) Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

(f) Applicable Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

(g) Captions. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provision of the Agreement.

(h) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

(i) Subsequent City Approvals. Any approvals or waivers required of the city under this Agreement may be given by the City Manager for the City, or such other person as the City designates in writing, unless the City Manager determines in his/her sole discretion that the approval of the City Council is required.

(j) Attorneys' Fees. If either Party shall breach its representations or shall fail to fulfill or perform any of its covenants or obligations in this Agreement, that party shall pay all costs, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants and provisions of this Agreement, or that may be incurred as a result of the default under or breach of this Agreement, in the event of legal action or any arbitration or other proceeding is commenced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
on the date set forth above.

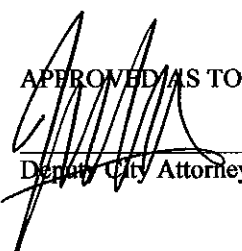
THE CITY

THE CITY OF LAS VEGAS
a Nevada municipal corporation

By: _____
Oscar B. Goodman, Mayor

By: _____
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

6/15/06

Date

DEVELOPER

THE TAPESTRY GROUP INC.,
an Arizona non-profit corporation

By _____
Gene Wyczewski

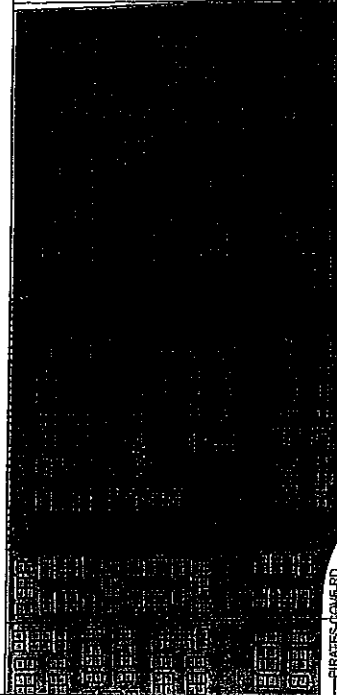
LIST OF EXHIBITS

Exhibit "A"	Site Map
Exhibit "B"	Nevada Interim Guidance Policy and Procedures for Affordable Housing Disposals SNPLMA Section 7(b)
Exhibit "C"	Developer Disclosure of Ownership and Principals Form

Deleted: HOME Program Income
Guidelines

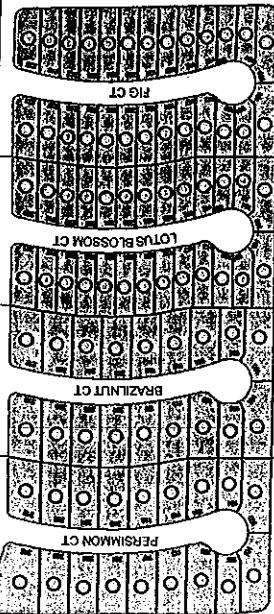
General Plan / Future Land Use

SUMMERLIN PKWAY



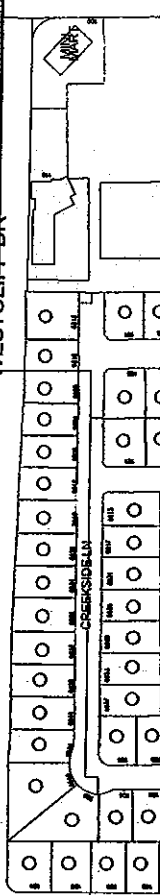
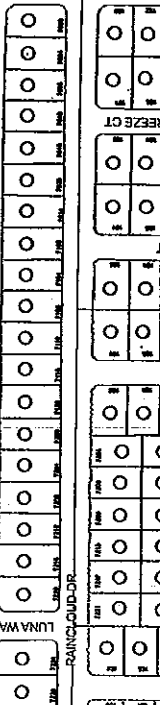
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(9.82) Acres

TENAYA WAY

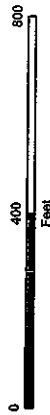


WESTCLIFF DR

WESTCLIFF DR



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|--|---------------------------------|--|--------------------------------|--|-----------------------|
| | Rural Neighborhood Preservation | | Light Industrial / Research | | Town Center |
| | Rural Estates | | Planned Community Development | | Resource Conservation |
| | Desert Rural | | Downtown Redevelopment Area | | Downtown - Commercial |
| | Rural | | Park / Recreation / Open Space | | Downtown - Mixed Use |
| | Low | | Public Facility | | Not in City |
| | Medium - Low | | Public Facility - School | | Right - of - Way |
| | Medium - Low Attached | | Public Facility - Clark County | | |



Due to continuous development activity
this map is for reference only.





AFFORDABLE HOUSING

Section 7(b) of the Southern Nevada Public Land Management Act (SNPLMA) Act contains the following provision:

The Secretary [of the Interior], in consultation with the Secretary of Housing and Urban Development, may make available, in accordance with section 203 of the Federal Land Planning and Management Act of 1976, land in the State of Nevada at less than fair market value and under other such terms and conditions as he may determine for affordable housing purposes. Such lands shall be made available only to State or local governmental entities, including local public housing authorities. For the purposes of this subsection, housing shall be considered to be affordable housing if the housing serves low-income families as defined in section 104 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12704).

Section 104 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12704) states:

The term 'low-income families' means families whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary [of Housing and Urban Development] with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

The BLM Nevada State Director has issued Interim Guidance on the policies and procedures for affordable housing. If you wish to review the NV Interim Guidance, please access the PDF documents provided at:

http://www.nv.blm.gov/snplma/affordable_housing/default.htm.

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Nevada State Office
P.O. Box 12000 (1340 Financial Blvd)
Reno, Nevada 89520-0006
<http://www.nv.blm.gov>

In Reply Refer To:
2710 (NV-930) P

April 8, 2004

EMS TRANSMISSION 04/09/04
Instruction Memorandum No. NV-2004-044
Expires: 09/30/2005

To: Field Managers, Nevada

From: State Director, Nevada

Subject: Authority and Provisions for Land Disposal for Affordable Housing

Program Area: Southern Nevada Public Land Management Act of 1998 (Public Law 105-263) (SNPLMA).

Purpose: This Instruction Memorandum (IM) informs the Nevada Bureau of Land Management (BLM) Field Offices (FO) that the BLM Nevada State Director has been given the authority to issue Interim Guidance on the policy, provisions, and required information for the implementation of Section 7(b) of SNPLMA. The IM also provides for the issuance of the attached Nevada Interim Guidance on Policy and Procedures for Affordable Housing Disposals under Section 7(b) of SNPLMA.

Policy/Action: Pursuant to Section 7(b) of SNPLMA, BLM, in consultation with the Department of Housing and Urban Development (HUD), may sell, for affordable housing purposes, land in the State of Nevada at less than fair market value. BLM is authorized under Section 7(b) of SNPLMA to place terms, covenants, or conditions on such disposals.

Timeframe: This IM is effective immediately.

Budget Impact: The budget regarding the use of appropriated funds (e.g., 1430) is not likely to be affected. The funds used by BLM to process proposals of land sales for affordable housing purposes under Section 7(b) of SNPLMA would be provided, if available, from: (1) the Special Account established under Section 4(e) of SNPLMA; and (2) Nevada's share of the proceeds from land disposals deposited in the Federal Land Disposal Account established by Section 206(a) of the Federal Land Transaction Facilitation Act of 2000 (Title II of Public Law 106-248). Within Section 206(a) account, there is a separate account for Nevada entitled the Federal Land Disposal Account.

Background: The State Director, Nevada, has been delegated the authority to issue Interim Guidance Policy, in consultation with the Regional Solicitor, on implementation of the provisions of Section 7(b) of SNPLMA regarding the sale of lands in Nevada for affordable housing purposes. This delegation cannot be re-delegated below the State Director.

Section 7(b) of SNPLMA authorizes BLM, in consultation with HUD, to sell BLM managed public lands in Nevada for low-income, affordable housing purposes at less than fair market value. All sales will be made pursuant to the terms of Section 203 of FLPMA. Eligible lands are to be made available to only State and local governmental entities, including local public housing authorities. Section 7(b) allows for the inclusion of "other such terms and conditions" as may be determined by BLM to be appropriate under the circumstances of each case.

The SNPLMA clearly states that lands will be made available under the provisions of 203 (Sales) of FLPMA. Disposals for affordable housing in Nevada will, therefore, not be authorized under the Recreation and Public Purposes (R&PP) Act and will not include the reversionary provisions of the R&PP Act.

Through consultation and coordination with the Pacific Southwest Regional Solicitor's Office, the HUD Nevada State Office, Las Vegas, and the BLM Nevada State Office, the BLM Nevada Interim Guidance has been developed for purposes of implementing Section 7(b) of SNPLMA. HUD has advised BLM in writing that HUD agrees to the roles and responsibilities as outlined in the BLM Nevada Interim Guidance. Section 7(b) project sales will be processed in accordance with the provisions in FLPMA 203 and the attached BLM Nevada Interim Guidance.

The State of Nevada, or any appropriate Nevada local governmental entity, may submit a written nomination or request in accordance with the required information listed in NV-2700-06 (attached) to the local Nevada BLM office to purchase eligible land for affordable housing. The provisions at 43 Code of Federal Regulations Subpart 1822, *Filing a Document with BLM*, shall apply to nominations under Section 7(b) of SNPLMA. Proceeds from affordable housing sales will be deposited in accordance with applicable laws, including deposits into the aforementioned special accounts established under SNPLMA and the Federal Land Transaction Facilitation Act of 2000.

Manual/Handbook Sections Affected: None.

Coordination: This document was coordinated with the BLM Washington Group Manager, Lands & Realty (WO- 350); Pacific Southwest Region Solicitor's Office, Sacramento; Deputy State Director (NV-930); Interior HUD Nevada State Office, Las Vegas; and State and local governments in northern and southern Nevada.

Contact: If you have any questions, please contact Jim Stobaugh, Lands Program Lead, at 775-861-6478.

Signed by:
Margaret L. Jensen
Acting State Director, Nevada

Authenticated by:
Florence Kopec
Staff Assistant

3 Attachments

1. BLM Nevada Interim Guidance (7 pp)
2. Illustrations I and II (2 pp)
3. NV-2700-06 Nomination Information Required (1 p)

NEVADA INTERIM GUIDANCE
POLICY AND PROCEDURES
FOR AFFORDABLE HOUSING DISPOSALS
Southern Nevada Public Land Management Act
(Section 7(b))

Section 7(b):

“The Secretary, in consultation with the Secretary of Housing and Urban Development, may make available, in accordance with Section 203 of the Federal Land Policy and Management Act of 1976, land in the State of Nevada at less than fair market value and under other such terms and conditions as s/he may determine for affordable housing purposes. Such lands shall be made available only to State or local governmental entities, including local public housing authorities. For the purposes of this subsection, housing shall be considered to be affordable housing if the housing serves low-income families as defined in Section 104 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12704).”

Section 12704 of the Cranston-Gonzalez National Affordable Housing Act:

“The term “low-income families” means families whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary [of Housing and Urban Development] with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.”

I. Definitions.

- A. Affordable housing means housing that serves low-income families as defined in Section 104 of the Cranston-Gonzalez National Affordable Housing Act.
- B. BLM shall mean the U.S. Department of Interior, Bureau of Land Management in Nevada.
- C. Construction means on-going and substantial work dedicated to the building of the dwelling structures and other improvements necessary for the realization of low-income affordable housing projects located on lands conveyed under Section 7(b) of SNPLMA.
- D. HUD means the U.S. Department of Housing and Urban Development in Nevada.

- E. Local governmental entity means any Nevada city or county government.
- F. Local public housing authority means only public corporations created or authorized to be created by Nevada Revised Statutes (NRS) 315.140 to 315.780, inclusive, and any housing authority established and operating prior to July 1, 1975, under the provisions of the Housing Authorities Law of 1943 of the Housing Law of 1951. See NRS 315.170.
- G. Low-income families means families whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary of the U.S. Department of Housing and Urban Development (HUD), or as otherwise appropriately defined by the Secretary of HUD for the Las Vegas area pursuant to 42 U.S.C.12704 (10).
- H. Living Space means all areas within a proposed dwelling or structure intended for human occupation, as measured by the exterior walls of the dwelling or structure.
- I. Proponent means any qualified Nevada State or local governmental entity, including local public housing authority, which nominates a project proposal requesting the purchase of public lands for affordable housing purposes under Section 7(b) of the SNPLMA.

II. Policy.

- A. Pursuant to Section 7(b) of the Southern Nevada Public Land Management Act of 1998 (112 Stat. 2343, Public Law 105-263) (SNPLMA), and in accordance with Section 203 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1713) (FLPMA), BLM, in consultation with HUD, may make available for disposal only to State or local governmental entities, including local public housing authorities, land in the State of Nevada at less than fair market value. BLM is authorized under Section 7(b) of SNPLMA to place terms or conditions on such disposals as determined by BLM, in consultation with HUD, to be appropriate under the circumstances of each case.
- B. Eligible Land. Only land which has been identified as suitable for disposal is eligible to be sold under Section 7(b) of SNPLMA. Lands may be identified as suitable for disposal by BLM following the planning requirements of Section 202 of FLPMA (43 U.S.C. 1712), or by Congress under SNPLMA. For those lands within the disposal boundary of SNPLMA, as amended, the joint selection requirements under SNPLMA Section 4(d) shall apply.
- C. No more eligible public lands than are reasonably necessary for the proposed affordable housing project shall be sold under Section 7(b) of SNPLMA.
- D. Eligible public lands shall be sold under Section 7(b) of SNPLMA only for definitely proposed projects for which construction will begin within five years of conveyance of the land.

- E. Direct Sale. The preferred method of sale under Section 7(b) of SNPLMA will be direct sale, however, BLM, at its discretion, may use any lawful method of sale available (i.e., competitive or modified competitive). All direct sales must be justified under the provisions at 43 Code of Federal Regulations (CFR) 2711.3-3(a).
- F. Affordable Housing Purposes. Only those proposed projects which commit 50%, or more, of living space to affordable housing shall be considered by BLM to be a project for “affordable housing purposes” under SNPLMA. No “affordable housing” project under SNPLMA shall consider any uses other than residential use. The percentage of living space committed to affordable housing will be the percentage of acreage eligible to be sold at less than fair market value under SNPLMA.
- G. Segregation and Reservation for Affordable Housing Purposes. Federal public lands nominated by a local governmental entity or local public authority to be sold for affordable housing purposes will not be segregated from the operation of public land laws or reserved (set aside) from applications for other uses, until BLM publishes a notice of realty action (NORA). Should segregation or reservation be considered necessary prior to publishing a NORA while BLM and HUD consider the nomination, the local governmental entity or local public housing authority shall consult with the appropriate BLM office.

III. Nomination.

- A. The State of Nevada, or any appropriate Nevada local governmental entity, may submit on separate paper a written nomination or request in accordance with the required information prescribed by the BLM Nevada State Office to the local Nevada BLM office to purchase eligible land for affordable housing. The provisions of 43 CFR Subpart 1822, *Filing a Document with BLM*, shall apply to nominations made under this policy for affordable housing.
- B. The nomination shall include:
 - 1. Name of the governmental entity requesting a nomination.
 - 2. A legal land description based on a survey approved by BLM and the approximate number of acres of the land sought for affordable housing purposes.
 - 3. A map produced on a scale acceptable to BLM of the location of the land sought for affordable housing purposes.
 - 4. A description of the affordable housing project, including:
 - (a) A development or site plan depicting the minimum number and type of dwelling units and other facilities to be constructed on the property.

- (b) A narrative addressing the consistency of the project with the State or a local Consolidated Plan approved by the Nevada State Office of HUD.
 - (c) References to the project in an Annual Affordable Housing Action Plan approved by the Nevada State Office of HUD.
 - (d) A description of the target resident population including information sufficient to assess the qualification of the project according to the definition of low-income families. If the development involves a mix of affordable and non-affordable housing categories, the nomination should include the percentage amount of living space committed for development in each category.
 - (e) A construction schedule.
 - (f) A narrative describing the connection and involvement of the proponent over the life of the project.
 - (g) A narrative describing what other (if any) affordable housing assistance programs will be a part of the project.
5. Any other information deemed necessary by BLM or HUD for review of the nomination.
- C. Within the SNPLMA boundary, the applicable local governmental entity will include a joint selection determination with its request under Section 7(b) SNPLMA proposals.

IV. Nomination Processing.

- A. BLM will determine if the nomination is for land eligible to be conveyed under Section 7(b) of SNPLMA, in accordance with this policy, and all other applicable federal laws and regulations. If BLM determines that the nomination is for lands not eligible to be conveyed under Section 7(b) of SNPLMA, the nomination will be denied.
- B. A copy of nominations for eligible lands received by BLM shall be immediately forwarded by the administratively responsible BLM Field Office to the HUD office located at:

U.S. Department of Housing & Urban Development
 Nevada State Office
 Atrium Building
 333 North Rancho Dr., Suite 700
 Las Vegas, NV 89106
 Attn: SNPLMA Nomination Processor

- C. HUD's Responsibilities. HUD will assess the standing of the proponent of a project in its annual review of local governments and housing authorities. Nominations by proponents who are not in good standing with HUD's annual review process will be returned to BLM with a recommendation from HUD that the nomination be denied.
- D. HUD will assess the nomination to determine if the proposed project serves low-income families. Nominations for proposed projects, which do not serve low-income families, will be returned to BLM with a recommendation from HUD that the nomination be denied.
- E. HUD will assess the need for the project at the proposed location consistent with the appropriate Consolidated Plan and the Local Action Plan. Nominations for proposed projects that are not supported by a legitimate need will be returned to BLM with a recommendation from HUD that the nomination be denied.
- F. HUD will determine all of the other HUD incentives or programs, if any, involved in the proposed project and advise BLM as to how and whether these additional HUD incentives or programs will be utilized for the project.
- G. HUD will notify BLM of all other relevant considerations or concerns it has with any nomination it receives, and will make recommendations to BLM on whether it believes the nomination should be approved, denied, or modified.
- H. HUD will make a recommendation to BLM whether to approve, deny, or modify within 60 days of HUD's receipt of the nomination from BLM.
- I. BLM's Responsibilities. The appropriate BLM Field Manager will approve, deny, or request modification of the nomination as recommended by HUD. BLM will only approve those nominations recommended for approval by HUD. BLM may deny, or request modification of any nomination regardless of HUD's recommendation, if:
 - 1. The proposal would be inconsistent with the purpose for which adjacent public lands, if any, are managed;
 - 2. The proponent is not qualified;
 - 3. The proposal is inconsistent with valid existing rights on the property; or
 - 4. The proposal would otherwise be inconsistent with other applicable laws.
- J. Approval of a nomination by BLM means only BLM will propose that the land be sold under Section 203 of FLPMA (43 U.S.C. 1713) to the proponent for affordable housing purposes in accordance with all other applicable laws and regulations. Such

proposal will be subject to, among others, publication of a NORA under 43 C.F.R. Part 2711, protest and appeal procedures under 43 CFR Part 4, environmental site assessments, environmental analyses pursuant to the National Environmental Policy Act, and consultation with other federal, state, tribal or local governments, as necessary.

V. Determination of Less than Fair Market Value

Upon the determination of the fair market value (FMV) based upon a federally-approved appraisal, the following discount percentages for the respective median income category will be administratively applied to the FMV by BLM in order to establish the value of the public lands to be sold under these provisions.

Rental Development Income Level	Percent of Median Income	Discount
Lowest	40% or less	95%
Lower	50% or less	90%
Low	60% or less	75%

Ownership Development Income Level	Percent of Median Income	Discount
Lowest	60% or less	95%
Lower	70% or less	85%
Low	80% or less	75%

- A. The determination of less than fair market value will be calculated using the attached two Illustrations, I and II, appropriately.
- B. For proposals involving one affordable housing income level, use Illustration I for calculations of the sale price.
- C. For proposals involving two affordable housing income levels, use Illustration II for calculations of the sale price.
- D. For proposals involving more than two affordable housing income levels, the BLM Field Offices shall consult with the BLM Nevada State Office prior to processing these complex proposals.

VI. Terms and Conditions.

- A. BLM may use such terms and conditions as determined to be appropriate under the circumstances of each case. Such terms and conditions may include, but not be limited to: patent restrictions; reporting requirements; performance requirements; reversionary clauses; or such other terms, covenants and conditions necessary to ensure the property is used for affordable housing purposes.
- B. Period of Affordability. Depending upon the unique circumstances of each proposal, BLM, after consultation with HUD, may determine a length of time for which the property will be required to remain in use for affordable housing purposes only.
 - 1. A likely scenario is that projects involving ownership may be required to be used for affordable housing purposes for 20 years, while projects involving rental units may be required to be used for affordable housing purposes for 40 years. After the period of affordability has lapsed, affordable housing use restrictions may expire.
 - 2. Nothing in this section shall be interpreted to prevent BLM from requiring land to remain in use for affordable housing in perpetuity.
 - 3. The period of affordability will commence upon the issuance of a certificate of occupancy or its equivalent.
- C. Enforcement. Any patent restriction, reporting requirement, performance requirement, or reversionary clause may be made expressly enforceable by HUD, or other third party beneficiary, in addition to being enforceable by BLM. In addition, enforcement may entail a requirement that BLM be paid current fair market value upon default of any affordability restriction. Consistent with Section II.D. of these provisions, all patents issued under Section 7(b) SNPLMA shall contain a provision that requires the land to revert to the U.S., at its option, if a particular “affordable housing project” is not under construction within five years of date of patent issuance.
- D. The United States may take legal action against the appropriate party to recover any financial losses to the public for any land that is disposed of under Section 7(b) of SNPLMA, but not in use for affordable housing, or in violation for any of the terms and conditions of the disposal.

<p align="center">ILLUSTRATION (LESS THAN MARKET VALUE CALCULATION - SIMPLE OWNERSHIP EXAMPLE)</p>

Assumptions / Knowns:

Number of Acres:	20 (A)
Value per Acre:	\$200,000 (B)
Market Value (Highest and Best Use):	\$4,000,000 (C)
% of Market Income Living Space:	50% (D)
Total % of Low Income Living Space:	50% (E)
% Low Income Living Space per Income Group 80% or less of Median Income:	50% (F)
Low Income Level Discount Rate: 80% or less of Median Income:	75% (G)
BLM Low Income Value:	\$2,500,000 (X)

Formula:

$$\begin{aligned}
 X &= C - \{ (C \times F) \times G \} \\
 X &= \$4,000,000 - \{ (\$4,000,000 \times .50) \times .75 \} \\
 X &= \$4,000,000 - \{ \$2,000,000 \times .75 \} \\
 X &= \$4,000,000 - \$1,500,000 \\
 X &= \$2,500,000
 \end{aligned}$$

*This formula works regardless of the unit value indicator used (per acre, per square foot, per developable unit, etc.)

*Immediately below is an encrypted working Excel formula based on the numbers used in the example.

\$2,500,000.00

ILLUSTRATION (LESS THAN MARKET VALUE CALCULATION - COMPLEX OWNERSHIP EXAMPLE)
--

Assumptions / Knowns:

Number of Acres:	20 (A)
Value per Acre:	\$200,000 (B)
Market Value (Highest and Best Use):	\$4,000,000 (C)
% of Market Income Living Space:	30% (D)
Total % of Low Income Living Space:	70% (E)
% Low Income Living Space per Income Group	
80% or less of Median Income:	35% (F)
70% or less of Median Income:	35% (G)
Low Income Level Discount Rate:	75% (H)
(% of Median Income is 80% or less)	
Low - Moderate Income Level Discount Rate:	85% (I)
(% of Median Income is 70% or less)	
BLM Low Income Value:	\$1,760,000 (X)

Formula:

$$\begin{aligned}
 X &= C - [\{ (C \times F) \times H \} + \{ (C \times G) \times I \}] \\
 X &= \$4,000,000 - \{ (\$4,000,000 \times .35) \times .75 \} + \{ (\$4,000,000 \times .35) \times .85 \} \\
 X &= \$4,000,000 - \{ \$1,400,000 \times .75 \} + \{ \$1,400,000 \times .85 \} \\
 X &= \$4,000,000 - \{ \$1,050,000 + \$1,190,000 \} \\
 X &= \$4,000,000 - \$2,240,000 \\
 X &= \$1,760,000
 \end{aligned}$$

*This formula works regardless of the unit value indicator used (per acre, per square foot, per developable unit, etc.)

*Immediately below is an encrypted working Excel formula based on the numbers used in the example.

\$1,760,000.00

U.S. Department of Interior

Bureau of Land Management
Nevada State Office

Information Required for Section 7(b) SNPLMA Land Disposal Nominations

Under Section 7(b) of the Southern Nevada Public Land Management Act (SNPLMA) of 1998 (Public Law 105-263), the Secretary of Interior, in consultation with the Secretary of Housing and Urban Development (HUD), may make available, in accordance with Section 203 of the Federal Land Policy and Management Act of 1976, land in the State of Nevada at less than fair market value and under other such terms and conditions as s/he may determine for affordable housing purposes. The State of Nevada, or any appropriate Nevada local governmental entity, may submit on separate paper a written nomination or request in accordance with the required information listed below to the local Nevada Bureau of Land Management (BLM) office to purchase eligible land for affordable housing. The provisions of 43 Code of Federal Regulations Subpart 1822, *Filing a Document with BLM*, shall apply to nominations under Section 7(b) of the SNPLMA.

The nomination shall include:

1. Name of the governmental entity requesting a nomination.
2. A legal land description based on a survey approved by BLM and the approximate number of acres of the land sought for affordable housing purposes.
3. A map produced on a scale acceptable to BLM of the location of the land sought for affordable housing purposes.
4. A description of the affordable housing project, including:
 - (a) A development or site plan depicting the minimum number and type of dwelling units and other facilities to be constructed on the property.
 - (b) A narrative addressing the consistency of the project with the State or a local Consolidated Plan approved by the Nevada State Office of HUD.
 - (c) References to the project in an Annual Affordable Housing Action Plan approved by the Nevada State Office of HUD.
 - (d) A description of the target resident population including information sufficient to assess the qualification of the project according to the definition of low-income families. If the development involves a mix of affordable and non-affordable housing categories, the nomination should include the percentage amount of living space committed for development in each category.
 - (e) A construction schedule.
 - (f) A narrative describing the connection and involvement of the proponent over the life of the project.
 - (g) A narrative describing what other (if any) affordable housing assistance programs will be a part of the project.
5. Any other information deemed necessary by BLM or HUD for review of the nomination.

NV-2700-06
(April 2004)

Exhibit "C"
DISCLOSURE OF OWNERSHIP AND PRINCIPALS

The principals and partners of The Tapestry Group, Inc., and all persons and entities holding more than 1% interest in The Tapestry Group, Inc. or any principal of any entity holding more than 1 The Tapestry Group, Inc. are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>See attached</u>		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

The Tapestry Group, Inc.

By: [Signature]
Its: President

Subscribed and sworn to before me this
26 day of June, 2006.

Marjorie H. Smith
Notary Public





STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE



DUE ON OR BEFORE 04/15/2005

TY04-05

FILING FEE \$10.00

The following information is required by A.R.S. §§10-1522 & 10-11522 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§10-121.A. & 10-3121.A. YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or corrections where necessary. Information for the report should reflect the current status of the corporation. See instructions on page 4 for proper format.

1. -0804317-5
THE TAPESTRY GROUP, INC.
3608 E 74TH ST
OMAHA, NE 68124

* DELINQUENT ANNUAL REPORT 09/22/2004; CONTACT THE COMMISSION AT 602-542-32851

Business Phone: (Business phone is optional.)

State of Domicile: ARIZONA Type of Corporation: NON-PROFIT

2. Statutory Agent: GAYLEN BROTHERS Physical Address, if Different.
Mailing Address: 9419 E SAN SALVADOR #105 Physical Address:
City, State, Zip: SCOTTSDALE, AZ 85261 City, State, Zip:

ACC USE ONLY

Fee \$

Penalty \$

Reinstate \$

Expedite \$

Resubmit \$

Use this box only if appointing a new Statutory Agent

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below.

I, (individual) or We, (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

Signature of new Statutory Agent

Printed Name of new Statutory Agent

3. Secondary Address:

(Foreign Corporations are
REQUIRED to complete
this section).

4. Check the one category below which best describes the CHARACTER OF BUSINESS of your corporation.

BUSINESS CORPORATIONS

- 1. Accounting
- 2. Advertising
- 3. Aerospace
- 4. Agriculture
- 5. Architecture
- 6. Banking/Finance
- 7. Barbers/Cosmetology
- 8. Construction
- 9. Contractor
- 10. Credit Collection
- 11. Education
- 12. Engineering
- 13. Entertainment
- 14. General Consulting
- 15. Health Care
- 16. Hotel/Motel
- 17. Import/Export
- 18. Insurance
- 19. Legal Services
- 20. Manufacturing
- 21. Mining
- 22. News Media
- 23. Pharmaceutical
- 24. Publishing/Printing
- 25. Ranching/Livestock
- 26. Real Estate
- 27. Restaurant/Bar
- 28. Retail Sales
- 29. Science/Research
- 30. Sports/Sporting Events
- 31. Technology/Computers
- 32. Technology/General
- 33. Television/Radio
- 34. Tourism/Convention Services
- 35. Transportation
- 36. Utilities
- 37. Veterinary Medicine/Animal Care
- 38. Other

NON-PROFIT CORPORATIONS

- 1. ☒ Charitable
- 2. ☐ Benevolent
- 3. ☐ Educational
- 4. ☒ Civic
- 5. ☐ Political
- 6. ☐ Religious
- 7. ☐ Social
- 8. ☐ Literary
- 9. ☐ Cultural
- 10. ☐ Athletic
- 11. ☐ Science/Research
- 12. ☐ Hospital/Health Care
- 13. ☐ Agricultural
- 14. ☐ Animal Husbandry
- 15. ☐ Homeowner's Association
- 16. ☐ Professional, commercial industrial or trade association
- 17. ☒ Other *Business Development Group*

5. CAPITALIZATION: (Business Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate. Please Print or Type Clearly.

Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.

Number of Shares/Certificates Authorized	Class	Series Within Class (if any)

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued.

Number of Shares/Certificates Issued	Class	Series Within Class (if any)

6. SHAREHOLDERS: (Business Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation. Please Type or Print Clearly.

Name: _____

Name: _____

NONE ☒

Name: _____

Name: _____

7. OFFICERS Please Type or Print Clearly. You Must List at Least One.
Name: Gayle BrothersonName: Michael WilcoxTitle: PresidentTitle: Vice President - TreasurerAddress: 9419 E. San Salvador #105Address: 11717 Burt Street #106Scottsdale, AZ 85261Omaha, NE 68154Date taking office: 6/3/03Date taking office: 6/3/03Name: Sam Murante

Name: _____

Title: Secretary

Title: _____

Address: 7324 Ontario St

Address: _____

Omaha, NE 68124Date taking office: 6/3/03

Date taking office: _____

8. DIRECTORS Please Type or Print Clearly. You Must List at Least One.
Name: Michael WilcoxName: Sam MuranteAddress: 11717 Burt Street #106Address: 7324 Ontario StOmaha, NE 68154Omaha, NE 68124Date taking office: 6/3/03Date taking office: 6/3/03Name: Gayle Brotherson

Name: _____

Address: 9419 E. San Salvador #105

Address: _____

Scottsdale, AZ 85261Date taking office: 6/3/03

Date taking office: _____

9. FINANCIAL DISCLOSURE (A.R.S. §10-11622.A.9)

Nonprofit corporations must attach a financial statement (e.g. income/expense statement, balance sheet including assets, liabilities). All other forms of corporations are exempt from filing a financial disclosure.

9A. MEMBERS (A.R.S. § 10-11622.A.6)

Only Nonprofit Corporations must answer this question.

This corporation DOES ☐ DOES NOT ☒ have members.

10. CERTIFICATE OF DISCLOSURE (A.R.S. §§10-1622.A.8 & 10-11622.A.7)

Has ANY person serving either by election or appointment as an officer, director, trustee, incorporator and/or person controlling or holding more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation been: [Underlined portion pertains to business corporations only]

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
(a) fraud or registration provisions of the securities laws of that jurisdiction, or
(b) the consumer fraud laws of that jurisdiction, or
(c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES ☐ NO ☒

If "YES", the following information must be submitted as an attachment to this report for each person subject to one or more of the actions stated in items 1. through 3. above.

- | | |
|---|---|
| 1. Full name and prior names used. | 5. Date and location of birth. |
| 2. Full birth name. | 6. Social Security Number |
| 3. Present home address. | 7. The nature and description of each conviction or judicial action, the date and location, the court and public agency involved, and the file or cause number of the case. |
| 4. Prior addresses (for immediate preceding 7 year period). | |

11. STATEMENT OF BANKRUPTCY, RECEIVERSHIP or CHARTER REVOCATION (A.R.S. §§10-202.D.2, 10-3202.D.2, 10-923 & 10-11623)

A) Has the corporation filed a petition for bankruptcy or appointed a receiver?

One box must be marked: YES ☐ NO ☒

B) Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity OR held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any other corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

[Underlined portion pertains to business corporations only]

One box must be marked: YES ☐ NO ☒

If "YES" to A and/or B, the following information must be submitted as an attachment to this report for each person subject to the statement above.

1. The names and addresses of each corporation and the person or persons involved. (e.g. officer, director, trustee or major stockholder)
2. The state in which each corporation was a) incorporated b) transacted business.
3. The dates of corporate operation.
4. If any involved person (listed in #1) has been involved in any other bankruptcy proceeding within the past year, the name and address of each corporation.
5. Date, Case number and Court where the bankruptcy was filed or receiver appointed.
6. Name and address of court appointed receiver.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will be rejected.

I declare, under penalty of law that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes have been filed with the Arizona Department of Revenue. I further declare under penalty of law that I (we) have examined this report and the certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and complete.

Name Gary L. Brathorn Date 9/20/05

Name _____ Date _____

Signature [Signature]

Signature _____

Title President

Title _____

(Signator(s) must be duly authorized corporate officer(s) listed in section 7 of this report.)